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William Walters

6 UNITED STATES DISTRICT COURT
7
8 DISTRICT OF OREGON – PORTLAND DIVISION

9
10 WILLIAM WALTERS,

11 Plaintiff,

12 v.

13 KeyBank, N.A., and DOES 1 through 100
14 inclusive,

15 Defendants.

CASE NO. 3:18-cv-00619

PLAINTIFF’S COMPLAINT FOR DAMAGES:

1. Violation of the Telephone Consumer Protection Act

16 COMES NOW Plaintiff William Walters an individual, based on information and belief,
17 to allege as follows:

18 **INTRODUCTION**

19 1. This is an action for damages brought by an individual consumer for Defendant’s
20 violation of the Telephone Consumer Protection Act 47 U.S.C. §227, *et seq.* (hereinafter
21 “TCPA”), which prohibits the use of automated dialing equipment when making calls to
22 consumers.

23 2. Plaintiff brings this action against Defendant KeyBank, N.A. (hereinafter “KeyBank”)
24 for its abusive and outrageous conduct in connection with debt collection activity.

25 3. While many violations are described below with specificity, this Complaint alleges
26 violations of the statutes cited in their entirety.

27 4. The TCPA was designed to prevent calls like the ones described herein, and to protect
28 the privacy of citizens like Plaintiff, and by enacting the TCPA, Congress intended to give

1 consumers a choice as to how corporate entities may contact them and to prevent the nuisance
2 associated with automated or prerecorded calls.

3 **JURISDICTION & VENUE**

4 5. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and 47 U.S.C. §
5 227.

6 6. This venue is proper pursuant to 28 U.S.C. §1391(b).

7 **GENERAL ALLEGATIONS**

8 7. Plaintiff William Walters (hereinafter “Plaintiff”) is an individual residing in the state
9 of Oregon, and is a “debtor.”

10 8. At all relevant times herein, Defendant KEYBANK engaged, by the use of mail,
11 email, and telephone, in the business of collecting a debt from Plaintiff, and a “consumer debt.”

12 9. At all relevant times, Defendant acted as a “debt collector.”

13 10. Plaintiff had taken out an unsecured loan with KEYBANK in approximately 2013.

14 11. The loan Plaintiff took from Defendant KEYBANK was extended primarily for
15 personal, family or household purposes and is therefore a “debt.”

16 12. Defendant KEYBANK has been attempting to collect on a debt that originated from
17 monetary credit that was extended primarily for personal, family, or household purposes, and
18 was therefore a “consumer credit transaction.”

19 13. Because Plaintiff, a natural person allegedly obligated to pay money to Defendant
20 KEYBANK arising from what Plaintiff is informed and believes was a consumer credit
21 transaction, the money allegedly owed was a “consumer debt.”

22 14. Plaintiff is informed and believes that Defendant is one who regularly collects or
23 attempts to collect debts on behalf of themselves, and is therefore a “debt collector.”

24 15. Plaintiff’s account was an unsecured loan and Plaintiff began making payments on the
25 accounts.

26 16. Plaintiff began making payments on the loan before he became financially unable to
27 keep up with the monthly payments.

28 17. Defendant KEYBANK began contacting Plaintiff in January of 2018 to inquire about
the status of the loan and to collect on the payments that were no longer being made.

1 18. Plaintiff retained counsel to assist in dealing with KEYBANK debt and to seek some
2 type of financial relief.

3 19. Counsel for Plaintiff sent Defendant KEYBANK a letter confirming representation of
4 Plaintiff and that Defendant was to no longer contact Plaintiff directly and that all
5 calls/letters/collection efforts were to no longer be directed at Plaintiff.

6 20. Counsel for Plaintiff sent the letter of representation to KEYBANK on or about
7 February 14, 2018

8 21. Plaintiff believes his revocation and representation letter was received by KeyBank on
9 February 20, 2018.

10 22. Plaintiff informed KEYBANK that he was revoking his consent, if it was ever
11 previously given, to be called on his telephone in February of 2018.

12 23. Plaintiff was frustrated that KeyBank continued to make unsolicited calls on his
13 cellular telephone after contacting KeyBank to revoke his consent.

14 24. Plaintiff denies he ever gave his express consent to be contacted on his cellular
15 telephone by automatic dialing machines and pre-recorded messages.

16 25. Defendant KEYBANK continued to contact Plaintiff between approximately February
17 21, 2018 – March 23, 2018; the type of contact was through phone calls to Plaintiff on his
18 cellular telephone.

19 26. Despite notice being sent Defendant continued to contact Plaintiff on his cellular
20 telephone regarding collection of his outstanding debt.

21 27. KeyBank ignored Plaintiff's letter of representation and continued to contact him for
22 at least two months following receipt of Plaintiff's letter.

23 28. Despite being aware of Plaintiff's February 20, 2018 revocation KeyBank continued to
24 contact Plaintiff on his cellular telephone.

25 29. Plaintiff was contacted frequently regarding non-payment of the debt owed to
26 KEYBANK despite KEYBANK being notified that Plaintiff had retained counsel to deal
27 specifically with the debt owed to KEYBANK.

28 30. KEYBANK's calls were frequent in nature and continued despite receiving written
confirmation that Plaintiff was represented by an attorney and that he was revoking any
consent that may have been previously given to be called on his cellular telephone.

FIRST CAUSE OF ACTION

(Violation of the TCPA)
(47 USC § 227)
(Against Defendant and Does 1-100)

31. Plaintiff realleges and incorporates herein the allegation in each and every paragraph above as though fully set forth herein.

32. Since at least January of 2018 Defendant started calling Plaintiff's cellular telephone requesting that payment be made on the accounts Plaintiff held with Defendant.

33. Plaintiff informed Defendant that he was revoking consent to be contacted by KEYBANK in February of 2018.

34. KEYBANK continued to call Plaintiff frequently since Plaintiff withdrew his consent to be contacted by an automatic dialing machine.

35. Defendant would contact Plaintiff frequently regarding payment on the accounts.

36. Defendant placed the above cited calls using an artificial or prerecorded voice to deliver the collection messages without Plaintiff's prior express consent.

37. Defendant contacted Plaintiff on at least 12 (twelve) separate occasions after Plaintiff informed Defendant he did not wish to be contacted on his cellular telephone and withdrew any prior consent that may have been given.

38. All calls placed by Defendant to Plaintiff utilized an "automatic telephone dialing system" as defined by 47 U.S.C. §227(a)(1).

39. These calls were made to Plaintiff's cellular telephone and were not calls for an emergency purposed as defined by 47 U.S.C. §227(b)(1)(B).

40. These telephone calls by Defendant, or its agent, violated 47 U.S.C. §227(b)(1)(B).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- a. An award of statutory damages of \$1,500.00 pursuant to 47 U.S.C. §227(b)(3)(C) for each and every violation.
- b. Pursuant to 47 U.S.C. §227(b)(3)(A), injunctive relief prohibiting such conduct in the future.
- c. Pursuant to 15 U.S.C. 1692(k) both actual damages and statutory damages in an amount to be proven at trial.

SAGARIA LAW, P.C.

1 Dated: April 11, 2018

By: /s/ Kyle Schumacher
Kyle Schumacher
Attorneys for Plaintiff

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands trial of this matter by jury.

6 **SAGARIA LAW, P.C.**

7 Dated: April 11, 2018

/s/ Kyle Schumacher
Kyle Schumacher
Attorneys for Plaintiff